

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ (FAX) \_\_\_\_\_

Email Address \_\_\_\_\_

☐ Attorney for Debtor

State Bar No. \_\_\_\_\_

☐ Debtor in Pro Se (Any reference to the singular shall include the plural in the case of joint debtors.)

***DRAFT***

**UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA**

List all names (including trade names) used by the debtor within the last 6 years:

Chapter 13 Case No.:

**CHAPTER 13 PLAN**

**CREDITOR'S MEETING:**

**Date:**

**Time:**

**Place:**

**CONFIRMATION HEARING:**

**Date:**

**Time:**

**Place:**

**NOTICE**

This plan is proposed by the above debtor. The debtor attests, under penalty of perjury, that the information stated in this plan is accurate. Creditors cannot vote on this plan. However, creditors may object to this plan being confirmed pursuant to 11 U.S.C. §1324. Any objection must be in writing and must be filed with the court and served upon the debtor, debtor's attorney (if any), and the chapter 13 trustee not less than 8 days before the date set for the meeting of creditors. Unless an objection is filed and served, the court may confirm this chapter 13 plan. The plan, if confirmed, modifies the rights and duties of the debtor and creditors to the treatment provided in the plan as confirmed, with the following IMPORTANT EXCEPTIONS:

Each creditor will retain its lien until the earlier of payment of the underlying debt determined under non-bankruptcy law or discharge under §1328. If the case under this chapter is dismissed or converted without completion of the plan, such lien shall also be retained by such holder to the extent recognized by applicable non-bankruptcy law.

Defaults will be cured using the interest rate set forth below in the plan. Any ongoing obligation will be paid according to the terms of the plan.

**HOLDERS OF SECURED CLAIMS AND CLASS 1 CLAIMANTS WILL BE PAID ACCORDING TO THIS PLAN AFTER CONFIRMATION UNLESS THE SECURED CREDITOR OR CLASS 1 CLAIMANT FILES A PROOF OF CLAIM IN A DIFFERENT AMOUNT THAN THAT PROVIDED IN THE PLAN.** If a secured creditor files a proof of claim, that creditor will be paid according to that creditor's proof of claim, unless the court orders otherwise.

**HOLDERS OF ALL OTHER CLAIMS MUST TIMELY FILE PROOFS OF CLAIMS, IF THE CODE SO REQUIRES, OR THEY WILL NOT BE PAID ANY AMOUNT.** A debtor who confirms a chapter 13 plan may be eligible thereafter to receive a discharge of debts to the extent specified in 11 U.S.C. § 1328.

The debtor proposes the following chapter 13 plan and makes the following declarations:

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## **I. PROPERTIES AND FUTURE EARNINGS OR INCOME SUBJECT TO THE SUPERVISION AND CONTROL OF THE TRUSTEE**

The debtor submits the following to the supervision and control of the trustee:

A. Payments by debtor of \$\_\_\_\_\_ per month for \_\_\_\_\_ months. This monthly payment will begin within 30 days of the date the petition was filed.

B. The base plan amount is \$\_\_\_\_\_ which will pay \_\_\_\_\_% of the allowed claims of nonpriority unsecured creditors. If that percentage is less than 100%, the debtor will pay the plan payment stated in this plan for the full term of the plan.

C. Amounts necessary for the payment of post petition claims allowed under 11 U.S.C. §1305.

D. If the plan provides for less than 100% payment of nonpriority unsecured claims, all postpetition tax refunds received by the debtor during the plan term.

E. Preconfirmation Adequate Protection Payments for any creditor who holds an allowed claim secured by personal property where such security interest is attributable to the purchase of such property and whose allowed claim is impaired by the terms proposed in the plan.

F. Other property: \_\_\_\_\_  
(specify property or indicate none)

## **II. ORDER OF PAYMENTS; CLASSIFICATION AND TREATMENT OF CLAIMS:**

Except as otherwise provided in the plan or by court order, the chapter 13 trustee shall disburse all available funds for the payment of claims as follows:

### **A. ORDER OF PAYMENTS:**

1. If there are domestic support obligations, the order of priority shall be:

- (a) Domestic support obligations and the chapter 13 trustee's fee up to but not more than the amount accrued on payments made to date;
- (b) Administrative expenses (including, but not limited to, attorney's fees) in an amount up to but not more than \_\_\_\_\_ % of each plan payment until paid in full;

2. If there are no domestic support obligations, the order of priority shall be the chapter 13 trustee's fee up to but not more than the amount accrued on payments made to date; and administrative expenses (including, but not limited to, attorney's fees) in an amount up to but not more than \_\_\_\_\_ % of each plan payment until paid in full.

3. Ongoing payments on secured debts that are to be made by the trustee from the plan payment;

4. Pro rata to all other claims except as otherwise provided in the plan.

5. No payment shall be made on general unsecured claims until all secured and priority claims have been paid in full.

**B. CLASSIFICATION AND TREATMENT OF CLAIMS:*****DRAFT*****CLASS 1****ALLOWED UNSECURED CLAIMS ENTITLED TO PRIORITY UNDER 11 U.S.C. §507**

The debtor will pay Class 1 claims in full; except the debtor may provide for less than full payment of Domestic Support Obligations pursuant to 11 U.S.C. §1322(a)(4).

CATEGORY	AMOUNT OF PRIORITY CLAIM	INTEREST RATE, if any	MONTHLY PAYMENT	NUMBER OF MONTHS	TOTAL PAYMENT
<b>a. Administrative Expenses</b>					
(1) Trustee's Fee – estimated at 11% of all payments to be made to all classes through this plan.					
(2) Attorney's Fees	\$		\$		\$
(3) Chapter 7 Trustee's Fees (Specify Trustee Name)	\$		\$		\$
(4) Other	\$		\$		\$
<b>b. Other Priority Claims</b>					
(1) Internal Revenue Service	\$	%	\$		\$
(2) Franchise Tax Board	\$	%	\$		\$
(3) Domestic Support Obligation	\$	%	\$		\$
(4) Other	\$	%	\$		\$
<b>c. Domestic Support Obligations that are not to be paid in full in the plan (Specify Creditor Name):</b>					
	\$	%	\$		\$

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**CLASS 2**

**CLAIMS SECURED SOLELY BY REAL PROPERTY THAT IS THE DEBTOR'S PRINCIPAL RESIDENCE  
MORTGAGE OBLIGATION MATURES AFTER THE FINAL PLAN PAYMENT IS DUE**

1. ☐ The post-confirmation monthly mortgage payment will be made by the Trustee from the plan payment to:
2. ☐ The post-confirmation monthly mortgage payment will be made by the Debtor directly to:

\_\_\_\_\_  
(name of creditor)

\_\_\_\_\_  
(name of creditor)

The debtor will cure all prepetition arrearages for the primary residence through the plan payment as set forth below. If the debtor pays the cure amount while timely making all required postpetition payments, the mortgage will be reinstated according to its original terms, extinguishing any right of the mortgagee to recover any amount alleged to have arisen prior to the filing of the petition.

Name of Creditor	Last Four Digits of Loan Number	Cure of Default				
		AMOUNT OF ARREARAGE	INTEREST RATE	MONTHLY PAYMENT	NUMBER OF MONTHS	TOTAL PAYMENT
		\$	%	\$		\$
		\$	%	\$		\$

**CLASS 3**

**SECURED CLAIMS ON REAL OR PERSONAL PROPERTY WHICH ARE PAID IN FULL  
DURING THE TERM OF THE PLAN**

Name of Creditor	Last Four Digits of Loan No.	CLAIM TOTAL	SECURED CLAIM AMOUNT	INTEREST RATE	Equal Monthly Payment	NUMBER OF MONTHS	TOTAL PAYMENT
		\$	\$	%	\$		\$
		\$	\$	%	\$		\$

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**CLASS 4**

**SECURED OR UNSECURED CLAIMS ON WHICH THE LAST PAYMENT IS DUE AFTER THE DATE ON WHICH THE FINAL PAYMENT UNDER THE PLAN IS DUE**

1. ☐ The post-confirmation monthly payment pursuant to the promissory note will be made by the trustee from the plan payment to:
2. ☐ The post-confirmation monthly payment pursuant to the promissory note will be made by the debtor directly to:

\_\_\_\_\_  
(name of creditor)

\_\_\_\_\_  
(name of creditor)

The debtor will cure all prepetition arrearages on these claims through the plan payment as set forth below.

Name of Creditor (Indicate Secured (S) or Unsecured (U))	Last Four Digits of Loan Number	Cure of Default				
		AMOUNT OF ARREARAGE	INTEREST RATE	MONTHLY PAYMENT	NUMBER OF MONTHS	TOTAL PAYMENT
		\$	%	\$		\$
		\$	%	\$		\$

**CLASS 5**

**NON-PRIORITY UNSECURED CLAIMS**

The debtor estimates that non-priority unsecured claims total the sum of \$\_\_\_\_\_.

Class 5 claims will be paid as follows:

(Check one box only.)

- ☐ Class 5 claims (including allowed unsecured amounts from Class 3) are of one class and will be paid pro rata.

OR

- ☐ Class 5 claims will be divided into subclasses as shown on the attached exhibit (as well as the justification for the differentiation among the subclasses) and the creditors in each subclass will be paid pro rata.

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### III. COMPARISON WITH CHAPTER 7

The value as of the effective date of the plan of property to be distributed under the plan on account of each allowed claim is not less than the amount that would be paid on such claim if the estate of the debtor were liquidated under chapter 7 of the Bankruptcy Code on such date. The amount distributed to nonpriority unsecured creditors in chapter 7 would be \$\_\_\_\_\_ which is estimated to pay \_\_\_\_\_% of the scheduled nonpriority unsecured debt.

### IV. PLAN ANALYSIS

TOTAL PAYMENTS PROVIDED FOR UNDER THE PLAN	
CLASS 1a	\$
CLASS 1b	\$
CLASS 1c	\$
CLASS 2	\$
CLASS 3	\$
CLASS 4	\$
CLASS 5	\$
SUB-TOTAL	\$
TRUSTEE'S FEE (Estimated 11% unless advised otherwise)	\$
<b>TOTAL PAYMENT</b>	\$

### V. OTHER PROVISIONS

A. The debtor rejects the following executory contracts and unexpired leases.

B. The debtor assumes the executory contracts or unexpired leases set forth in this section. As to each contract or lease assumed, any defaults therein and debtor's proposal for cure of said default(s) is described in Class 4 of this plan. The debtor has a leasehold interest in personal property and will make all post-petition payments directly to the lessor(s):

C. In addition to the payments specified in Class 2 and Class 4, the debtor will make regular payments directly to the following:

D. The debtor hereby surrenders the following personal or real property. (Identify property and creditor to which it is surrendered.)

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E. Preconfirmation Adequate Protection Payments will be paid to the trustee for the following creditor(s) in the following amounts:

Creditor Name	Amount
	\$
	\$

Each adequate protection payment will commence on the 30<sup>th</sup> day from the date of filing of the case. The trustee shall deduct the foregoing adequate protection payment(s) from the debtor's plan payment and disburse the adequate protection payment to the secured(s) creditor(s) at the next available disbursement or as soon as practicable after the payment is received and posted to the trustee's account. The trustee will take his or her statutory fee on all disbursements made for preconfirmation adequate protection payments.

F. The debtor shall incur no debt greater than \$250.00 unless the debt is incurred in the ordinary course of business pursuant to 11 U.S.C. §1304(b) or for medical emergencies.

G. Miscellaneous provisions: (Use Attachment, if necessary)

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H. The trustee is authorized to disburse funds after the date of confirmation in open court.

I. The debtor will pay timely all post-confirmation tax liabilities directly to the appropriate taxing authorities as they come due.

J. The debtor will pay all amounts required to be paid under a domestic support obligation that first became payable after the date of the filing of the petition.

## **VI. REVESTMENT OF PROPERTY**

Property of the estate shall not revert in the debtor until such time as a discharge is granted or the case is dismissed or closed without discharge. Revestment shall be subject to all liens and encumbrances in existence when the case was filed, except those liens avoided by court order or extinguished by operation of law. In the event the case is converted to a case under chapter 7, 11, or 12 of the Bankruptcy Code, the property of the estate shall vest in accordance with applicable law. After confirmation of the plan, the chapter 13 trustee shall have no further authority or fiduciary duty regarding use, sale, or refinance of property of the estate except to respond to any motion for proposed use, sale, or refinance as required by the Local Bankruptcy Rules. Prior to any discharge or dismissal, the debtor must seek approval of the court to purchase, sell, or refinance real property.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Attorney for Debtor

\_\_\_\_\_  
Debtor

\_\_\_\_\_  
Joint debtor